

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

STATE AUTOMOBILE MUTUAL
INSURANCE COMPANY, as subrogee of
Riverside | Condominium Association,
Incorporated
518 East Broad Street
Columbus, OH 43215,

Plaintiff,

v.

BRANDON RAMSEY d/b/a BRANDON
RAMSEY
1007 Spring Creek Road
Dandridge, TN 37725,

Defendant.

Civil Action No.: 3:24-cv-52

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, State Automobile Mutual Insurance Company, as subrogee of Riverside | Condominium Association, Incorporated, by and through its attorneys, complaining of Defendant, hereby avers, as follows:

THE PARTIES

1. Plaintiff, State Automobile Mutual Insurance Company [hereinafter “State Auto”], is a corporation organized and existing under the laws of the State of Ohio, with its principal place of business located at 518 East Broad Street, Columbus, OH 43215.

2. At all times material hereto, Plaintiff State Auto was engaged in the business of issuing property insurance and was duly authorized to issue policies of insurance within the State of Tennessee.

3. Defendant, Brandon Ramsey [hereinafter “Ramsey”], is an adult individual, who upon information and belief, resides at 1007 Spring Creek Road, Dandridge, TN 37725.

JURISDICTION AND VENUE

4. The jurisdiction of this court is proper pursuant to 28 USC § 1332 as this action is between citizens of different states and the amount in controversy, exclusive of interest and costs, exceeds the sum of \$75,000.00.

5. Venue is proper in this district pursuant to 28 USC § 1391 as the events or omissions giving rise to the claims at issue occurred within this district and Defendant is subject to personal jurisdiction within the district.

FACTUAL ALLEGATIONS

6. At all times material hereto, Riverside | Condominium Association, Incorporated [hereinafter “Riverside”] owned the property located at 502 Riverfront Way, Knoxville, TN 37915 [hereinafter “the property”].

7. At all times material hereto, Plaintiff State Auto insured Riverside’s interest at the property.

8. On or about September 14, 2022, Defendant Ramsey performed painting, staining and/or other construction services in Unit 502 of the property.

9. During the course of Defendant’s work, stain laden rags that were subject to the risk of spontaneous combustion were improperly left on the kitchen counter in Unit 502.

10. On or about September 14, 2022, a fire originated in Unit 502 and caused severe and substantial damage, and other losses to the property.

11. Given the fire and resulting damage, Riverside submitted a claim to Plaintiff State Auto, and pursuant to the terms and conditions of its policy of insurance, Plaintiff State Auto

paid the fair and reasonable costs of the resulting damage, as covered under the applicable policy in the amount of \$346,809.81.

12. To the extent of its payments, Plaintiff State Auto is subrogated to the rights of Riverside.

COUNT I – NEGLIGENCE

13. Plaintiff incorporates by reference the preceding averments as though set forth at length herein.

14. The fire and resulting damages caused by the carelessness, negligence, gross negligence, and/or negligent acts or omissions of Defendant, by and through its agents, employees, servants, representatives and/or workmen, acting within the course and scope of their employment, as follows:

- a. failing to properly and safely provide its painting, staining, and/or construction services;
- b. improperly or unsafely storing or disposing of items that could spontaneously combust;
- c. disregarding and/or ignoring warnings on product containers regarding the hazards presented by the improper use and/or disposal of products and/or supplies;
- d. failing to properly provide and/or follow adequate safety rules and regulations at the job site;
- e. failing to take proper and adequate precautions to protect the property from the hazards of fire;
- f. failing to observe applicable statutes, rules, regulations and/or ordinances including, but not limited to, applicable fire codes, for the use or disposal of items subject to spontaneous combustion;
- g. causing or allowing the fire to occur and;
- h. otherwise failing to use due care under the circumstances, as may be revealed in the course of discovery.

15. By reason of the above negligence and/or gross negligence, Riverside suffered severe and extensive damage.

WHEREFORE, Plaintiff State Auto respectfully requests judgment be entered in its favor and against Defendant Brandon Ramsey, in the amount of \$346,809.81, together with interest and the costs of this action and such other and further relief as this Court may grant.

PLAINTIFF DEMANDS A TRIAL BY JURY.

Respectfully Submitted,

BELL, McCANN & McINTEER, PLC

/s/ Justin F. Seamon

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